

**CONTRACT FOR MOUNT VERNON FINANCIAL EMPOWERMENT CENTER
COUNSELING OPERATIONS**

This Contract (the "Contract") is entered into this January __, 2024 by and between **THE CITY OF MOUNT VERNON**, a municipality within the State of New York, with its principal office at One Roosevelt Square, City Hall, Mount Vernon, New York, 10550 (hereinafter referred to as "Client") and **Mercy University**, serving as the Financial Counseling Provider, with offices at 555 Broadway, Dobbs Ferry, New York 10522 (herein after referred to as the "Contractor").

WHEREAS, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, the City has received ARPA funds and desires to provide assistance to nonprofit organizations to respond to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the City desires to allocate \$400,000 of ARPA funds to the Financial Empowerment Center Initiative to assist residents who have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, the City of Mount Vernon became an Implementation Partner in the Cities for Financial Empowerment (CFE) Fund's Financial Empowerment Center Replication grant, and committed to partner to providing residents a free financial counseling service; and

WHEREAS, the Contractor is a non-profit education and counseling service provider; and

WHEREAS, the Contractor has agreed to provide one-on-one financial counseling and coaching, free of charge, in accordance with the CFE program model to City of Mount Vernon and Westchester County residents; and

WHEREAS, the Client wishes to enter into this Contract Agreement with the Contractor to manage the Mount Vernon Financial Empowerment Center services and provide such services in partnership with the City.

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

1. TERM:

The term of this Agreement shall be for a period of two (2) years and will commence on January 16, 2024 and shall continue through January 16, 2026, unless terminated sooner as provided in Section 23 hereof.

2. PURPOSE:

The Client agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Work (as hereinafter defined) and conveyance of the deliverables described hereunder an amount not to exceed \$629,946.00 (the "Term Fee"), as set forth below in subsection 6 for all services rendered under this Contract in accordance with the terms hereof. The fee set forth in this section includes all labor, overhead, and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor).

Maximum Liability. In no event shall the City provide funds to the Contractor in excess of \$629,946.00. The Contract Amount shall constitute the maximum amount to be provided to the Contractor by the Client for all of the Contractor's obligations hereunder.

(a) Compensation Firm. The maximum liability of the City is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended by the Parties in writing.

(b) Payment Methodology. The Contractor shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.

(i) Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Contractor shall submit invoices and any supporting documentation as-requested by the City to demonstrate that, the funds are being used-as required by this Contractor. Supporting documentation will include ADP payroll statements and timecards for FEC staff. Such invoices-shall be submitted bi-annually and indicate the amount charged to each line item for the period invoice and the total amount charged under the Contract to date. Invoices shall be submitted and shall be paid by the City within 45 days from the date of such invoice provided to the City contact person. All invoices and all supporting documentation shall be sent to: Commissioner James Rausse – jrausse@cmvny.com

(c) Expenditure Report. The Contractor shall submit an annual contract expenditure report, which details the services funded under this Contract, within 45 days of the end of the calendar year. The report shall be in a form and substance reasonably acceptable to the City and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Contractor.

(d) Payment of Invoice. The payment of any invoice by the City shall not prejudice the City right to object in good faith to the invoice or any matter in relation thereto. Such payments by the City shall neither be construed as acceptance of any part of the services provided nor as an approval, of the cost included therein.

(e) Unallowable Cost. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by the City which are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs.

(f) Electronic Payment. The Contractor shall have 30 days to complete and sign the City form authorizing electronic payment to the Contractor. Thereafter, all payment to the Contractor under this Contract or any other agreement between the parties may be

made electronically.

3. FUNDING SOURCE:

The City will provide funding not to exceed \$400,000 from the American Rescue Plan Act; \$150,000 Cities for Financial Empowerment Fund; and \$30,000 from the African-American Mayors Association.

4. SPECIFIC SERVICES:

Contractor hereby agrees to perform all services in accordance with the scope of work provided in the Contractor's **Proposal submitted May 9th, 2023** (below hereto as **EXHIBIT A**) to the City of Mount Vernon Department of Planning and Community Development as needed and as expeditiously as is consistent with professional skill and care.

5. GENERAL SCOPE OF WORK/DELIVERABLES

The Contractor will conduct:

The Contractor shall retain staff, secure counseling sites and provide day-to-day management (the "Work") in accordance with the following terms and conditions:

- 1. Implement the FEC initiative in accordance with the model requirements, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on the CFE Fund's training standards, data collection, and active partnership with City of Mount Vernon (City) to manage the work.**
 - a. Meet benchmarks in Year 1 and Year 2 on average number of financial counseling sessions per full-time counselor (as defined in Exhibit B - Financial Empowerment Center Model) and average number of outcomes per full-time counselor (as defined in Exhibit J – CFE Fund Public Outcome Definitions and Calculations). As such, the benchmarks are:
 - b. At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1 and an average of between **600-700 sessions** per full-time counselor in Year 2.
 - c. Achieve an average of **100-150 outcomes** per full-time counselor in Year 1, with no more than 20% of outcomes being "Accessed A Public Support Program" and an average of **200-250 outcomes** per full-time counselor in Year 2, with no more than 20% of outcomes being "Accessed A Public Support Program."
- 2. Identify a Program Manager who will oversee the delivery of the financial counseling and coaching and serve as the main contact person between the Contractor and the City.**
 - a. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City on all organizational staffing matters that could impact the FEC initiative.
 - d. Support all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the City to identify, develop and

- maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
 - e. Participate in regular meetings with the City and the CFE Fund, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Use the Financial Empowerment Center database ("FECBOT") for at least the duration of the CFE Fund's grant to monitor efforts and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
- 3. Ensure that the Financial Empowerment Center service is delivered effectively and follows the model requirements provided by the City and the CFE Fund.**
- a. Work closely with the City on day-to-day operations, reporting needs, partnership development, and counselor supervision.
 - b. Ensure, provide, or retain and provide appropriate supervision to at least 2 full time or full time equivalent (FTE) counselors.
 - i. Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Contractor's performance of this Contract.
 - ii. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.
 - iii. Ensure that counselors and the manager have received training from a "CFE Certified Training Partner", including a code of ethics training.
 - 1. Provide the City with proof that financial counselors have completed all the required trainings, specifically counselor certificates and signed code of ethics forms.
 - c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - d. Ensure that no material changes to operations are made without the prior approval and consent of the City including change in hours of operation, staffing, partnerships and locations.
 - i. It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
 - e. Develop and implement an effective deployment strategy, including hours of operation, for counselors based on client needs, City priorities, geographic needs,

target population, partnership opportunities or other needs.

- i. Ensure that each counselor, regardless of where he/she is placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially. Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private counseling space per counselor, plus an additional 300-500 square feet of meeting and waiting room space (to be shared).
 - ii. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - iii. Deliver counseling on days and at hours that, upon consultation with The City, are determined to meet the needs of clients. The Contractor is expected to make some evening and weekend hours available at locations. The Contractor shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City.
 - f. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - g. The Contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City. The City will make best efforts to provide a minimum 15 days' notice.
 - h. The Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City of Mount Vernon and the CFE Fund.
 - i. If the Contractor has existing financial counseling/coaching programs, the Contractor and the City shall develop a plan to ensure that the FEC work is distinct.
- 4. Support efforts to identify, secure and manage programmatic partnerships.**
- a. Launch the FEC with a minimum of five partnerships.
 - b. Continue to identify and secure programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services, or private companies.
 - i. The City will serve as the lead on any partnership agreements (if applicable).
 - c. Work with City to assess partnerships, ensuring effectiveness and impact.
- 5. Adhere to FEC marketing protocols, including City and CFE Fund communications guidelines.**
- a. Prominently display signage and marketing materials for the FEC at counseling locations.
 - i. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - b. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City).

- c. Refer all media queries and media interviews to the City or the City's designated agent.
- d. Prior written approval from the City, and in some cases from the CFE Fund, is required before Contractor or any employees, servants, or agents may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
- e. Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

II. Ownership

1. If at any time this agreement is terminated, the CFE Fund will be the owner of all data collected in the database and will retain a full copy of historical data collected during the period that this contract was in force for a period of 6 years. The CFE Fund, in its sole and absolute discretion, may choose to make the data available to the City, and its Financial Counseling Provider(s) if applicable, for its use following the termination of the grant.
2. Following the completion of the Grant term, the CFE Fund, in its sole and absolute discretion, may choose to allow the City, and its Financial Counseling Provider(s) if applicable, to continue using the CFE Fund's database. Licensing fees and any other fees associated with use of the software will be the responsibility of the City.

III. FEC Database (FECBOT) and Experian Connectivity

1. For the term of the Contract, Contractor will use the CFE Fund's FEC database, FECBOT.
2. Ensure that weekly session and client data is entered into the database before 5 p.m. the Wednesday of the following week. FEC staff members must notify the City of any barriers in reaching weekly deadline.
3. Ensure that all FEC staff members maintain rigorous client confidentiality when using FECBOT and Experian, and follow data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Program Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Contractor's other office locations.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Contractor must ensure that client data is only shared with the consent of the

- individual client, following the stipulations in the Client Waiver.
- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
 - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

IV. Intellectual Property

1. The Contractor recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund for the Grantee's, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. Contractor will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

6. COMPENSATION:

As full compensation for all services rendered by the Contractor, Client shall pay the Contractor in the amount of \$629,946. Payments shall be in 3 installments:

- (a) First payment of two hundred thousand (\$200,000.00) dollars shall be paid upon contract full execution; (ii) Second payment of two hundred thousand (\$200,000.00) dollars shall be paid one (1) year from the agreement being executed; (iii) Third payment of two hundred and twenty nine thousand with nine hundred and forty six dollars (\$229,946.00) shall be paid after eighteen months (18) of FEC operation.
- (b) Consultant shall submit to the City of Mount Vernon Department of Planning and Community Development written invoices which detail the services performed and the time expended on each project. Further, the Contractor shall prepare a voucher with supporting documentation for the work completed during that time period.
- (c) Prior to making any payment hereunder, the Client shall determine that

the amount claimed on requisition for payment and voucher submitted by Contractor is accurate and covers Contractor for services rendered pursuant to this Contract.

- (d) Payments shall be made within 30 days of the Client approving the requisition for payment form and voucher.

Notwithstanding the foregoing, all payments shall be subject to the normal payment process as per the Client's normal practices and the City Code. Thus, Contractor acknowledges that the deadlines for payments shall be subject to the Client's normal payment practices and thus any delayed payment shall not be considered a material breach.

7. INDEPENDENT CONTRACTOR AGREEMENT:

It is understood and agreed that in entering into this Contract and in rendering services pursuant thereto, Contractor shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute Contractor as an employee, partner or agent or a participant in a joint venture with the City or Department of Planning and Community Development for any purposes. It is the intent of the parties that Contractor shall have no claim against the City hereunder or otherwise for any fringe benefits including but not limited to vacation pay, sick leave, retirement benefits or credits, unemployment insurance benefits or employee benefits of any Kind.

8. TERM OF AGREEMENT:

This Agreement shall be for a term as previously stated.

In the event Contractor refuses or fails to provide services hereunder or has breached or is in default of any of the terms hereunder, Client will have, among other rights and remedies, which are expressly herein reserved, the right to terminate the Contract without further obligation to Contractor.

If Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may, without written notice, terminate this Agreement. Contractor shall be paid for all work successfully rendered to the date of termination, and all expenses pre-approved in writing. Contractor shall not be compensated for its unearned profit or overhead.

9. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Contractor represents and warrants to Client that:

- (a) It has the authority to enter into this Agreement and perform the Services provided for herein;
- (b) That it will comply with all applicable Federal, New York State, County and Municipal laws and ordinances;

- (c) It will use its best efforts in providing the services herein;
- (d) That it shall perform the services described herein expeditiously, as is reasonably possible, and with due consideration of the time requirements of the Client;
- (e) That despite the fact that Contractor may have previous commitments to other clients that it shall nonetheless perform the services hereunder within the time periods required by law; and
- (f) It will use its best efforts to be promptly responsive to the Client.
- (g) Consultant will make no representations, warranties, or commitments binding Client without prior approval from Client.

10. COMPETENT WORK:

All work and services provided by Contractor will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the Client's Department of Planning and Community Development and/or its respective representative.

11. ASSIGNMENT AND SUBCONTRACTING

The Contractor acknowledges that the City has entered into this Agreement based on facts and representations made by Contractor and based upon Contractor's ability to perform the work as promised. Therefore, Contractor may not subcontract any work without prior written approval of the City. In addition, Contractor shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the City.

12. MONITORING OF PERFORMANCE

The City shall have the right during the term of this Contract and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of its FEC operation and service records and agrees to provide to the City, or permit the City to obtain, copies of any documents relating to its performance hereunder. The Contractor shall maintain all records required by this paragraph for seven years after the date this Contract is terminated or ends.

13. ASSISTANCE TO BE PROVIDED BY CLIENT:

It is understood and agreed upon that the Client shall use good faith efforts to provide the Contractor with access to public records, documents and other information of the Client where required by the Contractor for the proper performance of the professional services to be rendered hereunder.

It is also understood that Client shall provide access to appropriate officials and/or employees of Client as may be needed by Contractor to gather information or feedback that may be necessary for the completion of the Contractor's services hereunder.

14. NON-DISCRIMINATION

The Contractor acknowledges receipt of a copy of the City Equal Employment Opportunity Statement. The Contractor assures the City of Mount Vernon, NY that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the Client. The Contractor certifies to the Client that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The City of Mount Vernon, NY will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law. The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of City of Mount Vernon, NY facilities on a nondiscriminatory basis.

City of Mount Vernon, NY will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

15. INSURANCE

Client and Contractor shall, at their own expense, maintain in full force and effect during the term of this Contract policies providing all applicable insurance coverage(s), at minimum, in the limits listed below:

- (a) Workers' Compensation and Disability Benefits: Statutory
- (b) Employer's Liability or similar insurance: \$1,000,000 each occurrence
- (c) Automobile Liability (owned and non-owned), Bodily Injury, and Property Damage: \$1,000,000 aggregate, and \$1,000,000 each occurrence
- (d) Commercial General Liability, including broad form contractual liability,

- products/completed operations, bodily injury, and property damage: \$2,000,000 aggregate, and \$1,000,000 each occurrence
- (e) Professional Liability (if commercially available for your profession): \$1,000,000 aggregate, and \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Client and Contractor respectively, who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and Professional Liability, the Client and Contractor shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums. The Client and Contractor each irrevocably waive all claims against the other Party for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Clause 6. The provision of insurance by the Contractor and Client shall not in any way limit the Client's and Contractor's liability under this agreement. The Client and Contractor shall attach to this agreement certificates of insurance evidencing their compliance with these requirements.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- The Client and Contractor will maintain similar insurance for at least three years following final acceptance of the services; and
- If the insurance is terminated for any reason, Client and Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor or Client shall be in breach of this Contract.

16. CONFLICT OF INTEREST

The Contractor warrants that no part of the total Contract Amount shall be paid, directly or indirectly to an employee or official of the City/County as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or preformed relative to this Contract.

17. CONFIDENTIALITY:

In the course of performing services, the parties recognize that Contractor may come in contact with or become familiar with information to which the Client or its affiliates may consider confidential. Contractor agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate City personnel or their designees.

18. RECORDS.

The Contractor shall maintain documentation for all charges to the Client under this Contract. The books, records and documents insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period, of three (7) full years from the date of final payment. The books, records and documents of the Contractor, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

19. REPORTS:

Any and all reports, manuscripts and any other work product, whether completed or not, that are prepared or developed by the Contractor under this Contract, become the property of the Client and shall be turned over to the Client promptly at the Client's request or at the termination of the Contract, whichever is earlier.

20. FORCE MAJEURE:

Both parties recognize that their respective obligations herein may be affected by situations traditionally deemed matters of a force majeure nature and neither of the parties shall be liable under these circumstances.

21. INDEMNIFICATION:

Contractor hereby agrees to indemnify, defend and hold harmless the Client, its affiliates, elected and appointed officials, officers, agents, employees and designees (collectively, the "Indemnities") from and against all judgments, orders, awards, losses, claims, liabilities, injuries, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Client may sustain or incur by reason of the performance of Contractor's services hereunder or by the acts or omission of Contractor, his agents, assigns, affiliates and employees.

Client hereby agrees to indemnify, defend and hold harmless the Contractor, its affiliates, trustees, officers, agents, employees and designees (collectively, the "Indemnities") from and against all judgments, orders, awards, losses, claims, liabilities, injuries, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Contractor may sustain or incur by reason of the performance of Client's services hereunder or by the acts or omission of Client, their agents, assigns, affiliates and employees.

22. ABANDONMENT OF THE PROJECT:

Client shall have the right to abandon or indefinitely postpone the project or the Contractor's services at any time. In such event, the Client shall give written notice of such abandonment. The Contractor shall present to the Client a complete report of said proposed job closure and its costs, and the Client in its sole discretion may approve or disapprove all or any part of said expense. Such

additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination.

Should the project or any portion thereof be abandoned or postponed, the Client shall pay the Contractor for all services fully and completely performed at the time of abandonment/postponement in accordance with the terms of this Agreement.

23. TERMINATION:

The Client or the Contractor may terminate this Agreement with or without cause at any time by written 10-day written notice by certified mail to the Contractor. In addition, if Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may terminate the engagement of the Consultant immediately and without written notice to him.

24. WAIVER

Waiver by one party thereto of breach of any provision of this Contract by the other shall not operate or be construed as a continuing waiver.

25. GENERAL TERMS AND CODITIONS:

The failure of either party in any or more instances to insist upon strict performance of any of the terms and provisions of this Contract, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, or the right to assert or rely upon any such terms, provisions or options on any future occasions.

26. INTELLECTUAL PROPERTY RIGHTS:

Contractor shall execute any and all documents required to fully assign copyright or intellectual property interest in and to works created pursuant to this Contract to Client. Solely for the purposes of any applicable copyright law, all such works shall be deemed "works made for hire" and owned by Client. If for any reason, such works are determined not to be "works made for hire", then all rights, titles and interest therein and thereto, including all copyrights therein are hereby deemed irrevocably transferred to Client and Contractor hereby irrevocably appoints Client as its attorney-in-fact for the purpose of executing such assignments in Contractor's name.

27. OWNERSHIP:

All plans, improvements, or inventions developed by Consultant for this project during the term of this Agreement shall belong to Client and shall be deemed for federal copyright law purposes "work for hire".

28. EXCLUSIVE PRIVILEGE OR RIGHT:

This Contract does not grant Contractor an exclusive privilege or right to supply services to Client. Contractor shall not make any representations, warranties, or commitments binding Client without prior written approval from Client.

29. NOTICES:

Any and all notices, invoices and payments required hereunder shall be addressed to the parties at their respective addresses as set forth below or such other address as may be designated in writing by either party.

Consultant: Mercy University Representative
Mercy University
555 Broadway
Dobbs Ferry, New York 10522
Attention: Brian Amkraut, Vice President,
Workforce Credentialing and Community Impact

Client: City of Mount Vernon
Department of Planning and Community
Development
One Roosevelt Square,
Mount Vernon, New York 10550
Attention: James Rausse, Commissioner

30. ENTIRE AGREEMENT:

This contract and any exhibits or attachments constitutes the entire Contract between the Client and the Contractor with regard to the subject matter hereof and supersede all prior negotiations, representations, agreements or understandings either written or oral. No amendment, extension, or modification of the Agreement shall be binding unless in writing and signed by both parties.

31. ASSIGNMENT:

Nothing in this Contract shall be construed to permit the assignment by Contractor of any of his obligations hereunder to any third party without the Client's prior written consent, which may be withheld by Client in its sole discretion.

32. UNENFORCEABLE PROVISIONS:

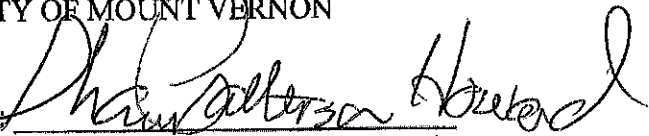
If any provision of this Agreement or any portion hereof is held to be invalid and unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall nevertheless remain in full force and effect.

33. GOVERNING LAW

This Contract shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Contract shall be heard in a court of competent jurisdiction having venue in Westchester County.

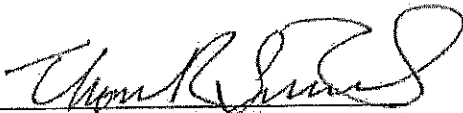
IN WITNESS **WHEREOF**, the parties hereto have caused this Agreement to be executed in three original copies on the day and year first above written.

CITY OF MOUNT VERNON

By: 
Mayor Shawyn Patterson-Howard

Date: 2/5/2024

MERCY UNIVERSTRY

By: 
Thomas Simmonds, VP for Operations

Date: 01/17/24

EXHIBIT A

[TO BE PROVIDED BY PLANNING DEPARTMENT]

EXHIBIT B

Financial Empowerment Center Model **(the "Model")**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community-based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative partners will be required to use the FEC database throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Partners have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.